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4 BILL NO. S-73-11-44

5 SPECIAL ORDINANCE NO. S-134-73

6 AN ORDINANCE approving a certain bid  
7 document with ROCKWELL PARKING METERS,  
8 CHARLES LEE ASSOCIATES for Parking Meters.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,  
10 INDIANA:

11 SECTION 1. A certain bid document Ref. No. 552 dated November  
12 16, 1973, between the City of Fort Wayne, by and through its Mayor and the  
13 Parking Administration and ROCKWELL PARKING METERS, CHARLES LEE ASSOCIATES,  
14 for:

15 154 - Rockwell Model "S" Manual Parking  
16 Meters \$7,546.00

17 as more specifically set forth in said bid document Ref No. 552 and Purchase  
18 Order No. 3-20815 which are on file in the office of the Department of  
19 Purchasing, and are by reference incorporated herein and made a part hereof,  
20 is hereby in all things ratified, confirmed and approved.

21 SECTION 2. This Ordinance shall be in full force and effect  
22 from and after its passage and approval by the Mayor.

23 William T. Shiga  
24 Councilman  
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APPROVED AS TO FORM  
AND LEGALITY,  
Paul B. Co.  
CITY ATTORNEY

Read the first time in full and on motion by Hinga, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 11-27-73

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Stier, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____	to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

DATE: 12/11/73

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (~~Resolution~~) No. 134-73 on the 11th day of December, 1973.

ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK

Winfred C. Wingo Jr.  
PRESIDENT OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of December, 1973, at the hour of 6:00 o'clock A. M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 12th day of December, 1973, at the hour of 3:10 o'clock P. M., E.S.T.

Sam H. Rhaas  
MAYOR

Bill No. S-73-11-44

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving a certain bid document with ROCKWELL PARKING  
METERS, CHARLES LEE ASSOCIATES for Parking Meters.

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance DO PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Samuel J. Talarico

Paul M. Burns

William T. Hinga  
John Nuckols  
James S. Stier  
Samuel J. Talarico  
Paul M. Burns

DATE 2-11-78 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

*memo from*

## **Purchasing Department**

November 26, 1973

Parking Administration  
919 South Clinton Street  
Fort Wayne, Indiana

Attn: Richard Holmes

Bid Ref. No. 552

Attached is a copy of the successful bidder.

Rockwell Parking Meters, Charles Lee Associates (P.O. 3-20815)

Parking Meters. \$7,546.00.

Tabulation sheet attached.



Municipal & Utility Division  
Rockwell International

400 North Lexington Avenue  
Pittsburgh, Pennsylvania, U.S.A. 15208  
(412) 241-8400  
Telex: 866241 Cable: ROMCO

November 13, 1973

Mr. A. T. Demetroff  
Department of Purchases  
CITY OF FORT WAYNE  
Number One Main Street  
Fort Wayne, Indiana 46802

Subject: Parking Meter Bid No. 552  
Due: November 16, 1973  
10:00 A.M.

Dear Mr. Demetroff:

We are pleased to submit our proposal for the furnishing of Rockwell Manual Parking Meters in accordance with the attached Rockwell specifications.

Please note the City may choose from the Single Model "S" Manual, Two Single Model "S" Manuals on a Twin Mounting Adapter, or our Twin Case Model "S" Manual Meters, as the price we are bidding is a per car space price.

Attached please find our Bid Bond as requested.

We find it necessary to take exception to several of the City's specifications as they are proprietary to one manufacture of meter.

1. The Rockwell Twin Manual Meter does not have the ability to reposition the heads, as this is a patented feature.
2. The coin slot on the Rockwell Manual Meter is made of Lexan. This is a high strength polycarbonate material which is resistant to wear and abuse. The Rockwell coin slot is located on the side of the meter and the coins enter the mechanism parallel to the mechanism dial. The Rockwell

Mr. A. T. Demetroff  
CITY OF FORT WAYNE  
November 13, 1973  
Page Two

coin slot meets the functional requirements of the City's specifications in that it is positioned in such a way to facilitate high visibility and wear resistance. Metal slots are much more subject to freezing.

Also, the Rockwell Manual Meter coin slot accepts the nickel in the quarter slot. Thus, we need only two coin slots for nickel/dime/quarter operation. By having only two slots we reduce the chances of the public putting the coin in the wrong slot. This feature is definitely advantageous to the City.

3. The Rockwell Manual Meter Mechanism may be removed from the meter by releasing by hand two hinge pins. The front casting of the meter is an integral part of the coin handling mechanism. When the entire mechanism including the front casting is removed from the meter it is coin checkable.
4. The Rockwell Legal Time Meter does not have an indicator which shows for a short period of time and then disappears. Rather, our Legal Time Meter has no indicator but does have a special legal parking flag. When the user inserts his coin for an allotted amount of time only a flag shows which states he is legally parked, thus accomplishing the same function as the disappearing indicator.
5. The Rockwell Manual Meter does not have a washer detection device. Rather, our meter has a built-in safety zone which allows most spurious material to pass through the mechanism without causing any jams or expensive down time.
6. The Rockwell Parking Meters do not have jeweled movements. Rockwell has found that the use of Delrin, a self-lubricating polycarbonate, is far superior to jewels.
7. Rockwell Twin Mounting Adapters are made of die-cast aluminum.

Mr. A. T. Demetroff  
CITY OF FORT WAYNE  
November 13, 1973  
Page Three

We want to stress the fact that the above exceptions are taken to methods of accomplishing similar functions. No two manufacturers of a similar product use the same methods to accomplish their functional requirements. Therefore, Rockwell is asking equal consideration, as we do succeed in accomplishing the functional goals the City desires in a parking meter.

Please note Rockwell has attached sample sales agreements illustrating our time payment plans of 12, 24, or 36 equal monthly payments. Rockwell does not charge any interest or carrying charges for these payment plans.

Rockwell offers the following Guarantee:

Rockwell warrants its products only against defects in materials and workmanship. Rockwell's liability and the Purchaser's exclusive remedy under this warranty extends for a period of three (3) years from the date of Rockwell's shipment and is expressly limited to repayment of the purchase price upon return of the products, repair, or replacement, at Rockwell's option, during said period, upon proof satisfactory to Rockwell and upon the Purchaser's returning and prepaying all charges on such products to the factory or warehouse designated by Rockwell. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

We thank you for the opportunity to quote on your metering requirements and sincerely hope we receive an award of contract for this material.

Sincerely,

  
David L. Ewing, Administrator  
Parking Meter Sales and Service

DLE/kc

cc: Col. C. L. Lee

ABULATION OF BIDS

BID REF. 552

Parking Meters

CLOSING DATE 11/16/73

Parking Garage

Duncan Parking Meters

Afd. O.K.

check \$500.50

\$64.50/ea.

\$9933.00 Total

American Parking Meter

No Bid

Universal Park-O-Matic

Afd. O.K.

check \$197.50

2-Dial-a-time

\$1,975.00/ea.

\$3950.00 Total

Rockwell Parking Meters

Charles Lee Associates

Afd. O.K.

Bond

\$7546.00 Total

\$49.00/ea.

\$2.00/ea. wipe off

check

Sam Kleban

No Bid



# CITY OF FORT WAYNE

## DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

### INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

\*Mail all replies and correspondence, etc., to Attn. of

A.T. Demetroff (Telephone 423-7037)

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

#### REQUIRED FOR DELIVERY TO:

Department

or Division Parking Administration  
919 South Clinton Street  
Fort Wayne, Indiana

Address Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Time of Bids Friday, November 16, 1973 at 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 8468. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

**TAX EXEMPT (Unless otherwise indicated)**

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
154		Parking Meters, as per specifications enclosed.		
		ROCKWELL Model "S" Manual Parking Meters	\$49.00	\$7,546.00
			Per Space	
		<u>OPTIONAL FEATURE</u>		
		Time Wipe-Off Lock	\$ 2.00	
			Per Car Space	

Bid Bond required ☐ YES ☒ 5% of Bid Performance Bond ☐ YES ☒  
 See instruction item No. 18 on reverse side hereof.  
 Terms 0 % cash discount if paid within 30 days from delivery and acceptance of goods or completion of services.

#### PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 45 days from receipt of order.

**IMPORTANT**

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

ROCKWELL INTERNATIONAL CORPORATION

For J. A. [Signature] Vice President

Title MEU Division

Address 400 North Lexington Avenue

City Pittsburgh, Pa. 15206 Date 11-15-73

Page 1 of 9

Ref. No. 552

Date November 1, 1973

Date wanted \_\_\_\_\_

Show Best Delivery

Fund  
 Appropriation No. 29-4-45

## GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.  
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.  
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be paid for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **BM Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signatures:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".  
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2013-1294 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenures, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.**
  - a) A bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
  - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
  - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
  - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
  - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
  - d) Separate proposals must be submitted on each reference number.
  - e) Proposals having any erasure or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

10 as follows:

Date

Accepted - East-Comptroller Dept. of Purchasing, etc.

10 as follows:

Date

Rejected - Board-Comptroller Dept. of Purchasing, etc.

INSTRUCTIONS TO BIDDERS:

The attached specifications are furnished as guides to be complied with. Deviations from the specifications will be considered if itemized and an explanation is given proving that said deviation is an improvement over the item specified and proof via cost benefit analysis is incorporated.

SPECIFICATIONS FOR PARKING METERSGENERAL REQUIREMENTS:

These specifications are designed to outline minimum standards of excellence for the purchase of single and/or double parking meters to control a total of approximately 154 car spaces. Adherence to these specifications and time limits is of maximum importance and shall warrant first priority and consideration.

SINGLE/DOUBLE HOUSING DESIGN:

A single meter shall consist of one mechanism and one collection box enclosed in a metal housing containing two separate compartments - one to house the mechanism and the other to house the coin collection box. A double meter shall consist of two separate meter mechanisms contained in a single meter with one common coin collection box and compartment serving two parking meter spaces. Meter is to be mounted on a single post. The double meter units shall be so constructed as to permit, at any time, the independent facing or repositioning of the meter mechanism head or heads to at least two positions beyond the original position by simple means from within the mechanism housing compartment.

INSTALLATION:

Each meter shall be so designed as to mount on a standard two (2") inch galvanized steel pipe by simple and secure means from within the coin compartment of the meter.

MANUAL-MULTI SLOT REQUIREMENT:

All meters shall be of the manual type, placed into operation by the motorist or the user after the deposit of a proper coin into the meter and fully turning the operating handle. Meter coin slots shall be of metal with a separate slot for nickels, dimes or quarters. Coin slots shall be on the front of the meter next to the operating handle and so positioned that the coins enter the slots at a 90° angle to the mechanism dial.

COIN SLOT CLOSING DEVICE:

Meters shall be equipped with a device to automatically close the coin entrance slots during the turning of the operating handle or a jam thereby preventing the insertion of any additional coins into the mechanism or coin slots.

MODULAR CONSTRUCTION:

The entire mechanism, including the timer, shall be constructed as a completely assembled unit, totally separate of the meter housing in construction. The entire mechanism shall be constructed as a completely assembled lift-out unit not requiring any screws, pins, lock studs, or etc., to position the mechanism into the mechanism housing. The complete mechanism shall be coin checkable outside the meter housing.

MOMENTARY TIME INDICATION:

Meters shall, after the deposit of each coin and fully turning of the operating handle, indicate time with an indicator or pointer for a brief period of time, not to exceed ten (10) minutes. The time indicator shall remain out of sight after disappearing from view until the purchased time expires and is so indicated by the "Time Expired" Flag. The indicator shall not indicate time during the registration cycle of a coin. Any time the operating handle is turned from its home position the "Violation Flag" shall be displayed. The meter mechanism shall contain a device built into its coin carrier assembly which will detect most common varieties of washers or similar type slugs with holes, allowing them to pass through the mechanism without registering time. The meter mechanism shall be capable of being manually adjusted to maintain proper tolerance between the coin and the timer winding mechanism to compensate for eventual wear. Actuation of the mechanism shall not depend on weight of the coin.

Meters shall be of the two separate flag type: "Time Expired" and "Violation" flags.

Mechanism clocks or timers shall be completely self-starting and function correctly at any temperature between -30 and +130 degrees Fahrenheit. Clock balance wheel assemblies shall be jewel mounted; gears and bearings shall be constructed of metal.

Meter mechanism housing sections shall be made of heavy duty corrosion resistant Zamac Alloy or comparable material free of rough surfaces and sharp corners or edges. Meter exterior to be primed and finished with a high grade industrial enamel.

Meters shall have impact resistant dial windows with non-exposed vent hole. The window shall allow good viewing of the time indicator, dial, and flags from either the front or the back of the meter.

Operating instructions and date shall be plainly visible to the meter user.

Meter coin compartment door locks shall be of the pick-resistant multiple tumbler type.

Vendor shall clearly state his warranty.

All proposals shall be for NEW meters only. Bids on used, re-built, or demonstration meters will not be accepted.

Bidder must also quote on yoke brackets, if specified.

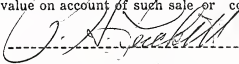
Yoke brackets, for mounting two single or two double meters, are to be made of malleable or ductile iron.

NON-COLLUSION AFFIDAVIT

PENNSYLVANIA  
STATE OF ~~INDIANA~~  
ALLEGHENY } SS:  
COUNTY

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

  
-----  
Vice President - M&U Division

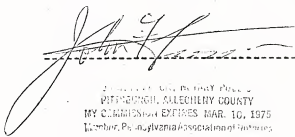
Bidder or Agent

For ROCKWELL INTERNATIONAL CORPORATION  
Firm or Corporation

Subscribed and sworn to before me this 13th day of November, 1973

My Commission Expires

3-10-75

  
-----  
J. C. HINES, Notary Public  
PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES MAR. 10, 1975  
Member, Pennsylvania Association of Notaries

REQUEST FOR PUBLICATION

News	
Sentinel	X
Journal	X
Gazette	
Other	

DATE November 1, 1973

Kindly publish the following  
advertisement on the dates as  
shown and issue invoice to \*

\* Department Parking Administration  
919 South Clinton Street  
Address Fort Wayne, Indiana

Department of Purchases  
City of Fort Wayne

By *[Signature]*

BIDS WANTED - REFERENCE NO. 552

Sealed Proposals will be received by the City of Fort Wayne at the  
Office of Department of Purchases, Number One Main Street, Room  
470, Fort Wayne, Indiana, until 10:00 A.M., Friday, November 16, 1973  
for the following items:

**Parking Meters**

Bid Forms, specifications, etc., may be obtained upon application at  
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% of Bid  
must be submitted with the bid.

Department of Purchases  
City of Fort Wayne  
By A.T. Demetoff  
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

November 5, 1973

November 12, 1973

LEGAL NOTICE X



# PROPOSAL AND BID SURETY FORM

## PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

## BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of .....

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY): If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐

Cashiers ☐ Check No. .... in the sum of .....

.....Dollars on ..... Bank

of ..... is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

## SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

## OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

BIDDER  
AND  
PRINCIPAL

.....  
Name of Bidder—Print or Type

By .....  
Signature of Person Authorized to Sign

Title .....

.....  
Street Name and Number

.....  
City, State and Zip Code

Date .....

.....  
Name of Company — Print or Type

Incorporated  
In the State of: .....

Address .....

By .....  
Sign on this Line

SURETY

**CHUBB & SON INC.**

Manager

80 John Street, New York, New York, 10038

**FEDERAL INSURANCE COMPANY****BID BOND**Bond No. 80421084-NAmount \$ 400.00**Know all Men by these Presents,**That we, **ROCKWELL INTERNATIONAL CORPORATION**, 400 North Lexington Avenue, Pittsburgh, Pennsylvania 15208 - - - - -

(hereinafter called the "Principal"),  
as Principal, and the **FEDERAL INSURANCE COMPANY**, of the City of New York, New York, a corporation duly organized under the laws of the State of New Jersey, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto **CITY OF FORT WAYNE, INDIANA**

(hereinafter called the "Obligee"),  
in the sum of FOUR HUNDRED and No/100 - - - - - Dollars  
(\$ 400.00), for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 16th day of November,  
A. D. nineteen hundred and seventy-three.

WHEREAS, the Principal has submitted a bid, dated November 16, 19 73,  
for furnishing Parking Meters - - - - -

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

**ROCKWELL INTERNATIONAL CORPORATION**

Principal

By

P. H. Luckett - Vice President

# POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 90 John Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint P. M. Gwaltney, Jr., Donald H. Haesaker, Stephen G. Stonehouse, Richard H. Litton, Bernadette Karnbauer, Janice Olejniczak, Robert A. Kelly and Joyce Frauens of Pittsburgh, Pennsylvania - - - - -

each its true and lawful Attorney-in-Fact to execute - - - - - under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds on behalf of contractors in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation.
2. Surety Bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds, Lease bonds, Workmen's Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds and Undertakings required or permitted by law to be given or filed in any suit, matter or proceeding in any Court of the United States, or any State or other Court, or given to or filed with any Sheriff or Magistrate within any State, for the doing or not doing of anything specified in such Bond or Undertaking, in which the penalty of the bond or liability incurred under such undertaking does not exceed with respect to Fiduciary Bonds the sum of - - - - - UNLIMITED - - - - - Dollars (\$ UNLIMITED ), and with respect to all other types of Court Bonds the sum of - - - - - UNLIMITED - - - - - Dollars (\$ UNLIMITED ).

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 10th day of January 1972

FEDERAL INSURANCE COMPANY  
By



*Frederick C. Gardner*  
Frederick C. Gardner  
Vice-President

*Walter La Forge*  
Walter La Forge  
Assistant Secretary

STATE OF NEW YORK }  
County of New York } ss.:

On this 10th day of January 19 72, before me personally came Walter La Forge, to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney and the said Walter La Forge being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with Frederick C. Gardner and knows him to be Vice President of said Company, and that the signature of said Frederick C. Gardner subscribed to said Power of Attorney is in the genuine handwriting of said Frederick C. Gardner and was there-to subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me  
on the date above written

*Mary K. Bendick*

Notary Public



MARY K. BENDICK  
Notary Public, State of New York  
No. 24-0237960  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires March 8, 1973



**Rockwell**  
MANUFACTURING COMPANY

**PARKING METER SALES AGREEMENT**

Customer Purchase Order No. \_\_\_\_\_

Date: November 13, 1973

City of Fort Wayne

Ship to: \_\_\_\_\_

Department of Purchases

Number One Main Street

Ft. Wayne, Indiana 46802 ("Purchaser")

Purchaser agrees to purchase from Rockwell Manufacturing Company, the Rockwell Building, Pittsburgh, Pa. 15208, ("Rockwell") the following:

Item Number	Quantity	Description	Price
	154	Rockwell Manual Parking Meters, Single, Double, or Twin	\$ 49.00 Per Car Space
		<u>OPTIONAL FEATURE</u>	
		Time Wipe-Off Lock	\$ 2.00 Per Car Space
			\$ 7,546.00

(See Specification Sheet attached hereto and made a part hereof)

Terms of Payment: (Monthly Installment)

The Purchaser shall pay the price to Rockwell in Twelve (12) monthly installments of Dollars (\$) each.

Installments shall be made monthly by the 15th day of each month, with the first installment being payable by the 15th day of the month following the month in which the meters are installed. In the event the Purchaser discontinues the normal use of the meters sold hereunder or breaches the provisions of Section 1 of this Agreement, the unpaid balance shall become immediately due and payable.

**F.O.B. POINT:** Russellville, Arkansas  
Full Freight Allowed

45 days after receipt of purchase order or signed contract and complete specifications.

Submitted by: D. L. Ewing, Representative

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, AND TO FINAL ACCEPTANCE BY ROCKWELL MANUFACTURING COMPANY WITHIN 90 DAYS FROM THE DATE HEREOF.

PURCHASER \_\_\_\_\_

ACCEPTED:

BY \_\_\_\_\_

ROCKWELL MANUFACTURING COMPANY

TITLE \_\_\_\_\_

BY \_\_\_\_\_

ATTEST \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_



**Rockwell**  
MANUFACTURING COMPANY

**PARKING METER SALES AGREEMENT**

Customer Purchase Order No. \_\_\_\_\_

Date: November 13, 1973

City of Fort Wayne

Ship to: \_\_\_\_\_

Department of Purchases

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Purchaser agrees to purchase from Rockwell Manufacturing Company, the Rockwell Building, Pittsburgh, Pa. 15208, ("Rockwell") the following:

Item Number	Quantity	Description	Price
	154	Rockwell Manual Parking Meters, Single, Double, or Twin	\$ 49.00 Per Car Space
		<u>OPTIONAL FEATURE</u>	
		Time Wipe-Off Lock	\$ 2.00 Per Car Space
			\$ 7,546.00

(See Specification Sheet attached hereto and made a part hereof)

Terms of Payment: (Monthly Installment)

The Purchaser shall pay the price to Rockwell in Twenty-Four 24 monthly installments of Dollars (\$) each.

Installments shall be made monthly by the 15th day of each month, with the first installment being payable by the 15th day of the month following the month in which the meters are installed. In the event the Purchaser discontinues the normal use of the meters sold hereunder or breaches the provisions of Section 1 of this Agreement, the unpaid balance shall become immediately due and payable.

Russellville, Arkansas

45 days after receipt of purchase order or signed contract

F.O.B. Point: Full Freight Allowed

Shipping Date: and complete specifications.

Submitted by: D. L. Ewing, Representative

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, AND TO FINAL ACCEPTANCE BY ROCKWELL MANUFACTURING COMPANY WITHIN 90 DAYS FROM THE DATE HEREOF.

PURCHASER \_\_\_\_\_

ACCEPTED:

BY \_\_\_\_\_

ROCKWELL MANUFACTURING COMPANY

TITLE \_\_\_\_\_

BY \_\_\_\_\_

ATTEST \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_



**Rockwell**  
MANUFACTURING COMPANY

**PARKING METER SALES AGREEMENT**

Customer Purchase Order No. \_\_\_\_\_

Date: November 13, 1973

City of Fort Wayne

Ship to: \_\_\_\_\_

Department of Purchases

Number One Main Street

Ft. Wayne, Indiana 46802

("Purchaser")

Purchaser agrees to purchase from Rockwell Manufacturing Company, the Rockwell Building, Pittsburgh, Pa. 15208, ("Rockwell") the following:

Item Number	Quantity	Description	Price
	154	Rockwell Manual Parking Meters, Single Double, or Twin	\$ 49.00 Per Car Space
		<u>OPTIONAL FEATURE</u>	
		Time Wipe-Off Lock	\$ 2.00 Per Car Space
			\$ 7,546.00

(See Specification Sheet attached hereto and made a part hereof).

Terms of Payment: (Monthly Installment)

The Purchaser shall pay the price to Rockwell in Thirty-Six (36) monthly installments of Dollars (\$) each.

Installments shall be made monthly by the 15th day of each month, with the first installment being payable by the 15th day of the month following the month in which the meters are installed. In the event the Purchaser discontinues the normal use of the meters sold hereunder or breaches the provisions of Section 1 of this Agreement, the unpaid balance shall become immediately due and payable.

Russellville, Arkansas

45 days after receipt of purchase order or signed contract and complete specifications.

F.O.B. Point: Full Freight Allowed Shipping Date: \_\_\_\_\_

Submitted by: D. L. Ewing, Representative

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, AND TO FINAL ACCEPTANCE BY ROCKWELL MANUFACTURING COMPANY WITHIN 90 DAYS FROM THE DATE HEREOF.

PURCHASER \_\_\_\_\_

ACCEPTED:

BY \_\_\_\_\_

ROCKWELL MANUFACTURING COMPANY

TITLE \_\_\_\_\_

BY \_\_\_\_\_

ATTEST \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DIGEST SHEET

✓  
2-73-11-44

TITLE OF ORDINANCE Approving A Bid Document for Parking Meters

DEPARTMENT REQUESTING ORDINANCE Parking Administration

SYNOPSIS OF ORDINANCE Approval of bid for 154 Parking Meters

EFFECT OF PASSAGE Supply 154 Parking Meters to City

EFFECT OF NON-PASSAGE -----

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$7,546.00

ASSIGNED TO COMMITTEE (J.N.) Riv WCM